

WATER & GAS WORX LIMITED

TERMS & CONDITIONS OF TRADE

The following constitute the terms and conditions of business between Water And Gas Worx Ltd and you the customer.

Definitions in these terms of trade

- **“Job Order”** means any job order or job request from the Customer to Water & Gas Worx Ltd to supply Goods and/or Services
- **“Customer”** means the person or entity signing an application for credit or making a Job Order and any person acting with ostensible authority on behalf of the party named as the Customer
- **“Goods”** means goods supplied by Water & Gas Worx Ltd to the Customer at any time
- **“Services”** means services supplied by Water & Gas Worx Ltd to the Customer at any time

1. Charges.

Water & Gas Worx Ltd charges for services shall be determined in accordance with our published price list. The price may be increased by the amount of any reasonable increase in the cost of supply of goods and services that is beyond the control of Water & Gas Worx Ltd between the date of the contract and delivery of the goods and services. Each site visit incurs a service fee in accordance with our published price list. Labour charged at 15-minute increments after the first hour. Price list can be found on our website wgv.co.nz

2. Quotations.

Where a quotation has been given for work to be performed; that quote remains valid for 60 days. Your quotation must be accepted using the acceptance button on our quotation email prior to commencement of work. Quotes over \$3,000 will attract a 50% deposit before commencement of work. We may withdraw that quotation anytime before acceptance

3. Estimates.

An estimate supplied to the customer either written or verbal is not a fixed and final price. When we provide an estimate we are only providing an approximate indication of expected costs. The final costs may vary either way by up to 10-15% of the original estimated price. Estimates over \$3,000 will attract a 50% deposit before commencement of work.

4. Payment.

Payment of the price shall be of the essence and shall be due

- **For new customers:** On completion of work
- **For returning customers:** Within 7 days of invoice
- **When arranged in advance:** Payments may be made on the 20th of the month following the invoice

Where work is undertaken over a period exceeding one month, invoices may be issued for progress payments, covering work done and costs incurred up to the date of the invoice. If you disagree for any reason with the claimed amount, you will respond in writing before the payment is due. Overdue payments shall attract interest in addition to the original invoiced amount at 2.5% compound per 30 days or part thereof upon so much of the original amount as remains due until full payment is made. The client shall pay or reimburse all costs and expenses incurred by Water & Gas Worx Ltd in instructing a solicitor or debt collection agency to recover any amount overdue for payment.

5. Investigation work.

If Water & Gas Worx Ltd spends time investigating an issue to determine the cause or location of a problem, then the time spent investigating will be charged irrespective if any further work is done or not. For example: if a quote or estimate to repair a leak is requested, but the cause or location of the leak is not obvious and time is spent identifying the location of the leak, that time is chargeable.

6. Collecting Materials

If our tradesman have to collect parts/materials & equipment from suppliers or merchants for your job prior to attending the job site, or have to leave the job site to collect parts/materials & equipment, then time spent traveling is chargeable to you as part of the job.

7. Variations.

Once our quotation has been accepted, no variation to the scope of work or to these terms and conditions shall be valid unless agreed in writing

8. Cancellations.

If you wish to cancel a job order and you have paid a deposit you must notify us no less than 24 hours of the start time of the job order for a full refund of the deposit. If less than 24 hours is given we are only obliged to refund 20% of the deposit. If less than 12 hours notice given, there is no refund.

9. Disputes.

No claim relating to goods and services will be considered unless made in writing to service@wgv.co.nz within seven (7) days of service.

10. Consent.

You are responsible for obtaining any consents or other authority necessary for the work, and will provide that to us on request. Where a building consent is required and you have failed to obtain it, we may lodge a building consent application as your agent at your expense.

11. Warranty.

In order to give you peace of mind, we carry public liability insurance in respect of any negligent work carried out by us. We guarantee that we will remedy any defective workmanship within 12 months of completion of contract that is reported to us in writing. Manufacturer's warranty applies where applicable. This performance guarantee does not extend to any goods or materials supplied by you. In the case of work covered by the Consumer Guarantees Act 1993, this warranty is in addition to any rights you may have under the Act.

12. Plans & specifications.

We shall be entitled to rely on the accuracy of and not be obliged to check any plans, specifications and other information supplied by you. We shall bear no responsibility for any goods supplied in compliance with those plans & specifications.

13. Time to completion

We will complete the work within reasonable time and will endeavour to meet any target you make known to us. Should it be necessary to work outside ordinary working hours to meet your completion target due to any other circumstances outside our control, you shall be liable for any extra cost incurred.

14. Retention of title.

Water & Gas Worx Ltd retains legal ownership of all goods supplied until full payment has been received. All goods and materials are at your risk whilst on your premises or premises under your control. Any loss arising from theft, destruction or damage from whatever cause shall be borne to you. If any payment is overdue in whole or in part, Water & Gas Worx Ltd may recover or sell any goods supplied by us to the client and without further notice may enter upon the clients premise whether itself or by its agents in order to take possession of any and remove such goods. The client will indemnify Water & Gas Worx Ltd or its employees or agent against any loss or damage occasioned to third parties in or arising from the repossession of the goods.

15. Confidentiality.

Incidental to this agreement we may be exposed to confidential information belonging to the other. We both agree that we will keep such information confidential and shall only use that information for the purposes of complying with our respective obligations under this agreement.